

Southern Pacific Transportation Company

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RECORDED NO. 11337 Filed 1425

DEC 26 1985 -2 35 PM

INTERSTATE COMMERCE COMMISSION

December 13, 1985

Date 12/26/85
Fee 100-00-80-20
20.00
CC Washington, D.C.

RECORDED NO. 11337 Filed 1425

DEC 26 1985 -2 35 PM

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, NW
Washington, D.C. 20423

Re: Agreement of Conditional Sale Dated As Of
September 15, 1979, Among Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., and ACF Industries, Incorporated

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of:

Second Supplemental Agreement dated as of October 31, 1985, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A.; and

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A.

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amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 15, 1979, together with this Company's voucher in payment of the recording fees.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of September 15, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., ACF Industries, Incorporated, General Motors Corporation, and PACCAR, Inc., recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337;

Agreement and Assignment dated as of September 15, 1979, recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337-A;

Amendment Agreement No. 1, dated as of April 1, 1980, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc., recorded on May 29, 1980, at 12:15 PM, assigned Recordation No. 11337-B;

First Supplemental Agreement dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., Assignee, recorded on September 14, 1983, at 10:30 AM, assigned Recordation No. 11337-C; and

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., recorded on September 14, 1983, at 10:30 AM, assigned Recordation No. 11337-D.

In connection with the recording of the Second Supplemental Agreement and Assignment and Transfer, each dated respectively as of October 31, 1985, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

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Second Supplemental Agreement dated as of
October 31, 1985, between Southern Pacific Trans-
portation Company, Vendee, and First Pennsylvania
Bank, N.A., Assignee.

General Description of Equipment
Covered by Second Supplemental Agreement

<u>Number Of Units</u>	<u>Description</u>
1	Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 1528; GRIP Date - April, 1980.

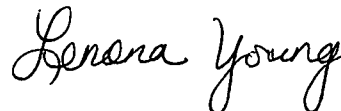
Assignment and Transfer of Certain Road Equipment
dated as of October 31, 1985, between Southern
Pacific Transportation Company, Vendee, and First
Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Released
by Assignment and Transfer of Road Equipment

<u>Number Of Units</u>	<u>Description</u>
9	70-ton box cars; ACF Industries, Incorporated, builder; lettered SP and numbered 247297, 247412, 247649, 247659, 247692, 247730, 247760, 247810, and 247870.

When the recording of the Second Supplemental Agreement
and Assignment and Transfer of Certain Road Equipment have
been completed, will you kindly endorse, with the pertinent
recording information, all executed counterparts thereof,
and return four (4) each of the same to the undersigned.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. F. Grady
(Attn: Mr. D. M. Murphy)
Mr. S. E. Vaughn

SECOND
SUPPLEMENTAL AGREEMENT

REGISTRATION NO. 11337 18
DEC 26 1985 - 2 35 PM
INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of October 31, 1985, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the fifteenth day of September, 1979.

WITNESSETH

WHEREAS, ACF Industries, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called the "Builder"), and the Company have entered into a Conditional Sale Agreement dated as of September 15, 1979 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 15, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on January 8, 1980, and assigned Recordation No. 11337; and

WHEREAS, certain box cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 1528; GRIP Date - April, 1980.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Second Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Second Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Second Supplemental Agreement is dated for convenience as of October 31, 1985, the actual date

or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By


Treasurer

Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Agent

By


Corporate Trust Officer

Attest:

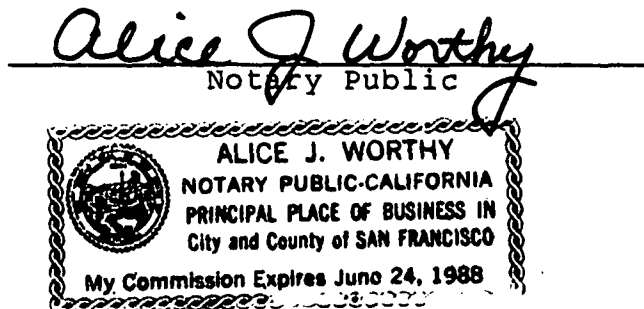

Assistant Secretary

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)
) ss.
)

On this 11th day of November, 1985, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 29th day of November, 1985, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires May 5, 1988